

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

In re

MICHAEL J. TULCHINER aka  
MICHAEL JAY TULCHINER aka  
MICHAEL TULCHINER dba  
LAW OFFICE OF MICHAEL J.  
TULCHINER,

Debtor.

**Case No. 23-70736-AST  
Chapter 11 -- Subchapter V**

**Declaration of Carlo Colagiacomo**

I, Carlo Colagiacomo, declare as follows:

1. I am the duly appointed and currently acting Associate General Counsel of Logan Finance Corporation, with an office address of 1393 Veterans Memorial Highway, Suite 308-N, Hauppauge, NY 11788 (the “Company”).

2. Michael J. Tulchiner d/b/a The Law Office of Michael J. Tulchiner (“Tulchiner”) acted as the closing attorney with respect to the closing of a mortgage loan (the “Mortgage Loan”) originated by the Company in connection with the refinance of Mr. Errol Mentore’s existing third-party mortgage loan on certain real property located at 278 Halsey Street, Brooklyn, NY 11216 (the “Subject Property”) on August 26, 2022 (the “Closing Date”).

3. In connection with the closing of the Mortgage Loan, funds in the amount of \$1,186,479.79 (the “Closing Funds”) were wired by the Company on the Closing Date to the escrow account at Citibank, N.A. designated by Tulchiner for the purpose of safeguarding such Closing Funds for distribution by Tulchiner at the closing of the Mortgage Loan transaction. The Wire Instructions provided by Tulchiner and the confirmation of release of funds are attached hereto as Exhibit A.

4. The Closing Funds were to be distributed by Tulchiner on the Closing Date in accordance with the Instructions to Escrow/Title/Closing Agent e-mailed by the Company to Tulchiner on or around August 24, 2022 (the “Closing Instructions”) and the Loan Disbursement Instructions e-mailed by the Company to Tulchiner on or around August 25, 2022 (the “Disbursement Instructions”), both of which are collectively attached hereto as Exhibit B.

5. As indicated on both the Disbursement Instructions and the Closing Instructions, a portion of the Closing Funds, \$413,237.00 (the “Pay-off Funds”), were to be disbursed by Tulchiner to PHH Mortgage on the Closing Date to pay-off and satisfy an existing mortgage loan secured by the Subject Property.

6. Additionally, the Closing Instructions instructed Tulchiner to provide the Company with a settlement statement reflecting payoff of the existing mortgage loan secured by the Subject Property and a copy of the pay-off.

7. On August 29, 2022, the Company accepted, through FedEx, delivery of a post-closing settlement package from Tulchiner containing, amongst other documents, Disbursement Instructions, signed Closing Instructions, and a HUD-1 Settlement Statement signed by Tulchiner as “Settlement Agent” evidencing payoff to PHH in the amount of \$413,237.00, all of which are collectively attached hereto as Exhibit C.

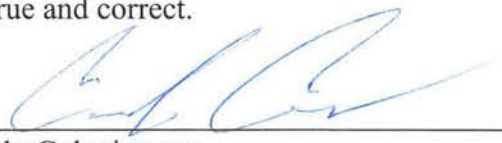
8. On February 9, 2023, the Company was provided by Mtg Maven LLC, a third-party mortgage broker, with a copy of a correspondence from PHH Mortgage Services in which PHH indicated that they did not receive any pay-off funds and received only a copy of the payoff check, not the physical check itself, which they were unable to cash.

9. The Company has been unable to reach a resolution with respect to the fate of the Pay-off Funds and following an in-person meeting between the Company and its counsel and Tulchiner and his counsel on May 16, 2023, Tulchiner failed to respond to subsequent phone calls and e-mails from the Company’s counsel.

10. On June 13, 2023, the Company was informed by its counsel that Tulchiner filed a Plan of Reorganization for Small Business under Chapter 11 of the United States Bankruptcy Code in a pre-existing bankruptcy case pending in the United States Bankruptcy Court for the Eastern District of New York. The Company had no notice of Tulchiner's bankruptcy filing prior to this date.

I declare under penalty of perjury that the foregoing is true and correct.

Executed: July 21, 2023 in Hauppauge, NY.

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Carlo Colagiacomo